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ARTICLE 26
OFF-DUTY CONDUCT

26.1 The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in RCW 42.52, or are detrimental to the employee's work performance or the program of the agency.

26.2 All Employees

Employees will report all arrests and any court-imposed sanctions or conditions that would prevent or negatively affect their ability to perform assigned duties to their appointing authority or designee within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

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ARTICLE 27

PARKING

For Department of Corrections and the International Organization of Masters, Mates and
Pilots (Marine Bargaining Unit) and International Association of Firefighters:

Management shall ensure adequate parking space adjacent to or within reasonable
distance from each institution. Where an institution is separated from the parking
location by a body of water, and where such parking space is not within reasonable
walking distance to the boat dock facility, Management shall provide adequate
transportation for employees reporting for duty to and from the designated parking
location during each work period.

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ARTICLE 28

NURSE PRACTICE AND MEDICATIONS

28.1 Management recognizes the responsibility of Registered Nurses, pursuant to the Nurse Practice Act RCW 18.88. To facilitate this responsibility, the parties agree to the following procedure for issues not resolved at the immediate supervisory level.

28.2 Nurse practice issues shall first be brought to the attention of Local Management for resolution.

28.3 Unresolved issues shall be appropriate items for discussion by the Local and/or Association-Statewide Labor Management Relations Communications Committee ~~and/or the State Association-Management Committee, as appropriate.~~ Either party at such meetings may utilize appropriate resource individuals.

The Local and statewide committee may discuss and exchange information regarding nurse staffing issues, the use of mandatory overtime and other staffing issues mutually agreed upon.

28.4 Nurses who raise nurse practice issues shall be free from restraint, interference, discrimination or reprisal.

28.5 Medications

Management agrees that the administration of medications shall be conducted in compliance with state regulations and applicable State Practice Acts. Management shall enforce state laws concerning the administration of medications.

1 Management agrees to provide adequate training to allow nurses to safely perform
2 new protocols and procedures. Appropriate orientation will be provided for
3 nurses to function safely when floated to a different unit.
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ARTICLE 29

DEFENSE AND INDEMNIFICATION

29.1 Employee Liability

In the event an employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of his or her employment for the state, he or she has the right to request representation and indemnification through his or her agency in accordance with RCW 4.92.060 and 070 and agency policy.

29.2 MM&P

All permanent licensed Masters may purchase insurance to defend himself or herself in any Coast Guard investigation of a marine incident, or Coast Guard action against the employee's license resulting from such incident. Upon proof of purchase, Management will reimburse each Master on a quarterly basis, fifty seventy-five dollars (\$5075.00).

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ARTICLE 30

DISCIPLINE

30.1 The Employer will not discipline any permanent employee without just cause.

30.2 When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.

30.3 Discipline includes oral and written reprimands, reduction in pay, suspension, demotion, and discharge.

30.4 All agency policies regarding investigatory procedures related to alleged staff misconduct are rescinded. The Employer has the authority to determine the method and develop appropriate guidelines for conducting investigations and will notify the Union.

30.5

A. The Employer will notify the employee in advance of an investigatory interview and the nature of the interview. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. Employees seeking representation are responsible for contacting their representative.

B. The role of the representative is to provide assistance and counsel to the employee, rather than serve as an adversary to the investigator. The

1 exercise of rights in this Article must not interfere with the Employer's
2 right to conduct the investigation.

3
4 **30.6** Prior to imposing discipline, except oral or written reprimands, the Employer will
5 inform the employee of the reasons for the contemplated discipline and an
6 explanation of the evidence. The employee will be provided an opportunity to
7 respond in writing or in person.

8
9 **30.7** The Employer has the authority to impose discipline, which is then subject to the
10 grievance procedure set forth in Article 31. Oral reprimands, however, may only
11 be processed through the agency head step of the grievance procedure.

12
13 **30.8** Copies of disciplinary actions, except for oral reprimands, will be sent to the
14 Union at the time it is given to the employee.
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ARTICLE 31
GRIEVANCE PROCEDURE

31.1 The purpose of this Article is to provide for an orderly method of resolving disputes over the provisions of this Agreement. Whenever possible, disputes should be resolved informally, at the lowest level. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

31.2 Terms and Requirements

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been an act that violates this Agreement which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees.

C. Computation of Time

Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

1
2 D. Failure to Meet Timelines

3 The time limits in this Article must be strictly adhered to unless mutually
4 modified in writing. Failure by the Union to comply with the timelines
5 will result in the automatic withdrawal of the grievance. Failure by the
6 Employer to comply with the timelines will entitle the Union to move the
7 grievance to the next step of the procedure.

8
9 E. Contents

10 The written grievance must include the following information:

- 11
12 1. The nature of the grievance;
- 13
14 2. All pertinent facts or issues, including date of occurrence, upon
15 which the grievance is based;
- 16
17 3. The specific article and section of the Agreement violated;
- 18
19 4. The specific remedy requested; and
- 20
21 5. The name and signature of the grievant(s) or the Union
22 representative.

23
24 F. Modifications

25 No newly alleged violations may be made after the initial written
26 grievance is filed, except by written mutual agreement.

27
28 G. Resolution

1 If the Employer provides the requested remedy or a mutually agreed-upon
2 alternative, the grievance will be considered resolved and may not be
3 moved to the next step.

4
5
6 H. Withdrawal

7 A grievance may be withdrawn at any time.
8

9 I. Resubmission

10 If terminated, resolved or withdrawn, a grievance cannot be resubmitted.
11

12 J. Pay

13 Grievants will not lose pay for attending grievance meetings or arbitration
14 hearings held during their work time. Grievants will not be paid for
15 meetings held during their off-duty time.
16

17 K. Consolidation

18 The Employer may consolidate grievances arising out of the same set of
19 facts.
20

21 L. Bypass

22 Any of the steps in this procedure may be bypassed with mutual written
23 consent of the parties involved at the time the bypass is sought.
24

25 M. Discipline

26 Disciplinary grievances will be initiated at the level at which the disputed
27 action was taken.
28

29 **31.3 Filing and Processing**

30 A. Filing

1 A grievance must be filed within fifteen (15) days of the occurrence giving
2 rise to the grievance, or the date the grievant knew or could reasonably
3 have known of the occurrence.

4
5 The employee may first discuss the issue with the immediate supervisor in
6 an attempt to informally resolve the issue. The employee may elect to
7 have a union representative or union steward present.

8
9 Even when informal discussions occur, the written grievance must be filed
10 no later than the fifteen (15) days described above.

11
12 B. Alternative Resolution Methods

13 Any time during the grievance process, by mutual consent, the parties may
14 use alternative methods to resolve the dispute. If the parties agree to use
15 alternative methods, the time frames in this Article are suspended. If the
16 selected alternative method does not result in a resolution, the Union may
17 return to the grievance process and the time frames resume. Any expenses
18 and fees of alternative methods will be shared equally by the parties.

19
20 C. Processing

21 **Step 1: Responsible Supervisor, Manager or Designee:**

22 If the issue is not resolved informally, the Union may ~~present~~ file a written
23 grievance ~~to~~ with the employee's supervisor or designee with a copy to the
24 Human Resources Office, within the fifteen (15) day period described
25 above. The Employer will designate a responsible supervisor, manager or
26 designee who will, upon agreement of the parties, meet or confer by
27 telephone with a union steward and/or staff representative and the grievant
28 within fifteen (15) days of receipt of the grievance, and will respond in
29 writing to the Union within fifteen (15) days after the meeting. If the

parties cannot agree on the meeting process, the Union may move the grievance to Step 2 of the grievance procedure.

Note: The Departments of Corrections, ~~and Fish and Wildlife, Social and Health Services~~ and the Washington State Patrol will bypass Step 1.

Step 2: Appointing Authority or Designee:

If the grievance is not resolved at Step 1, the Union may move it to Step 2 ~~the next step~~ by filing the written grievance, it with the appointing authority or designee, with a copy to the Human Resources Office, within fifteen (15) days of the ~~grievant's Union's~~ receipt of the Step 1 decision.

For agencies bypassing Step 1: If the issue is not resolved informally, the Union may file a written grievance with the employee's appointing authority or designee, with a copy to the Human Resources Office within the fifteen (15) day period described in 31.3 A.

In either case, The appointing authority or designee will meet (or if mutually agreeable or confer by telephone), with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the appeal and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 3: Agency Head or Designee:

If the grievance is not resolved at Step 2, the Union may move it to the ~~next s~~Step 3 by filing ~~it the~~ the written grievance with the agency head, with a copy to the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 2 decision. Upon agreement of the parties, the agency head or designee will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15)

1 days of receipt of the ~~appeal~~Step 2 decision. Management will provide a
2 written response to the Union within fifteen (15) days after the meeting
3 and if the remedies are denied the response will include an explanation.
4

5 **Note: If the agency head is the only appointing authority for the**
6 **agency, Step 3 will be bypassed.**
7

8 **Step 4: Pre-Arbitration**

9 If the grievance is not resolved at Step 3, the Union may file a demand for
10 arbitration with a copy of the grievance and all responses attached. It will
11 be filed with the Director of the OFM Labor Relations Office (OFM/LRO)
12 and the agency's Human Resource Office within fifteen (15) days of the
13 Union's receipt of the Step 3 decision. Within fifteen (15) days of the
14 receipt of the arbitration demand, the OFM/LRO will either:
15

- 16 1. Schedule a pre-arbitration review meeting with the OFM/LRO
17 Director or designee, an agency representative, and the Union's
18 staff-representative to review and attempt to settle the dispute. If
19 the matter is not resolved in this pre-arbitration review, within
20 fifteen (15) days of the meeting, the Union may file a demand to
21 arbitrate the dispute with the American Arbitration Association
22 (AAA), Federal Mediation and Conciliation Service (FMCS), or
23 through a mutually agreed upon list of arbitrators, ~~and~~ or
24
- 25 2. Notify the Union in writing that no pre-arbitration review meeting
26 will be scheduled. Within fifteen (15) days of receipt of this
27 notice, the Union may file a demand to arbitrate the matter with the
28 AAA, FMCS, or through a mutually agreed upon list of arbitrators.
29
30

Step 5 – Arbitration

D. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names from the list of arbitrators supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

E. Authority of the Arbitrator

1. The arbitrator will:

a. Have no authority to add to, subtract from, or modify any of the provisions of this Agreement;

b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;

c. Not make any decision that would result in the violation of this Agreement;

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

- 1 3. The decision of the arbitrator will be final and binding upon the
2 Union, the Employer and the grievant.

3
4
5
6 F. Arbitration Costs

- 7 1. The expenses and fees of the arbitrator, and the cost (if any) of the
8 hearing room will be shared equally by the parties.
9
10 2. If the arbitration hearing is postponed or canceled because of one
11 (1) party, that party will bear the cost of the postponement or
12 cancellation. The costs of any mutually agreed upon
13 postponements or cancellations will be shared equally by the
14 parties.
15
16 3. If either party desires a record of the arbitration, a court reporter
17 may be used. If that party purchases a transcript, a copy will be
18 provided to the arbitrator, free of charge. If the other party desires
19 a copy of the transcript, it will pay for half of the costs of the fee
20 for the court reporter, the original transcript and a copy.
21
22 4. Each party is responsible for the costs of its attorneys,
23 representatives, witnesses, travel expenses and any fees. Grievants
24 ~~and their witnesses will not be paid for participation in arbitration~~
25 hearings and may use leave for preparation for, and travel to or
26 ~~from, or participation in arbitration hearings, but may use leave for~~
27 such activities.
28

29 31.4 Election of Remedies

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Submitted on 08/30/2006

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- 1 Pursuit of a claim before the Equal Employment Opportunity Commission, the
- 2 Human Rights Commission, or in a judicial or other forum constitutes a waiver of
- 3 the right to pursue the same claim through arbitration under this Article.

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ARTICLE 32

PERSONNEL FILES

32.1 The location of personnel files will be determined by the employing agency. An employee will have the right to examine his or her own personnel file. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file. The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file that he or she considers objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his or her representative.

32.2 When documents in an employee's personnel file are the subject of a public disclosure request, the Employer will provide the employee notice of the request at least seven (7) calendar days in advance of the intended release date.

32.3 Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing, will be promptly removed from the official personnel file.

32.4 Prior to any document that may be deemed derogatory to the employee being placed into the employee's personnel file, the employee will be provided a copy.

32.5 Removal of Documents

A. Written reprimands and their related documentation will be removed from an employee's personnel file after two (2) years if:

1. Circumstances do not warrant a longer retention period, such as sexual harassment or criminal conduct; and

2. There has been no subsequent discipline; and

3. The employee submits a written request for its removal.

B. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after two (2) years will be removed after six (6) years if:

1. Circumstances do not warrant a longer retention period, such as sexual harassment, or criminal conduct; and

2. There has been no subsequent discipline; and

3. The employee submits a written request for its removal.

C. Nothing in this Section will prevent the Employer and employee from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

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ARTICLE 33

REASONABLE ACCOMODATION AND
DISABILITY SEPARATION

33.1 The Employer and the Union will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.

33.2 An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the agency.

33.3 Employees requesting accommodation must cooperate with the agency in discussing the need for and possible form of any accommodation. The agency may require supporting medical documentation and may require the employee to obtain a second medical opinion at agency expense. Medical information disclosed to the agency will be kept confidential.

33.4 The agency will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided.

33.5 An employee with permanent status may be separated from service when the agency determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the agency based on an employee's written request for disability separation or after obtaining a written statement from a physician or licensed mental health professional. The agency can require an employee to obtain a medical

1 examination at the agency's expense, including paid time, from a physician or
2 licensed mental health professional of the agency's choice. Evidence may be
3 requested from the physician or licensed mental health professional regarding the
4 employee's limitations. An employee may elect to have a second medical
5 examination, at the employee's expense, if the employee disagrees with the
6 results of the agency's physician's exam. The employee must use approved leave
7 for the second exam. The results of this examination will be taken into
8 consideration when making an accommodation determination.
9

10 **33.6** The agency may separate an employee when the agency has medical
11 documentation of the employee's disability and has determined that the employee
12 cannot be reasonably accommodated in any available position, or when the
13 employee requests separation due to disability.
14

15 **33.7** An employee separated due to disability, will be placed in the General
16 Government Transition Pool Program if he or she submits a written request for
17 reemployment and has met the reemployment requirements of WAC 357-46-090
18 through 105. Employees participating in the transition pool program shall have
19 no right of appeal within the program.
20

21 **33.8** Disability separation is not a disciplinary action. An employee who has been
22 separated due to disability may grieve his or her disability separation in
23 accordance with Article 31, Grievance Procedure, unless separation was at the
24 employee's request.
25

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ARTICLE 34

SENIORITY

34.1 Definition

A. Seniority for full-time employees will be defined as the employee's length of unbroken state service. Seniority for part-time or on call employees will be based on actual hours worked. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when leave without pay is taken for:

1. Military leave or United States Public Health Services Workers' compensation,
2. Governmental service leave and leave to enter the Peace Corps, not to exceed two (2) years and three (3) months,
3. Educational leave, contingent upon successful completion of the coursework, and/or
4. Reducing the effects of layoff.

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee's seniority date will be moved forward to an amount equal to the duration of the leave without pay. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with Article 35, Layoff and Recall, will not be deducted from

the calculation of seniority. Employees who are separated from state service due to layoff and are reemployed within two (2) years of their separation date will not be considered to have a break in service.

B. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their unmarried widows or widowers, as provided for in RCW 41.06.133 (13).

34.2 Ties

If two (2) or more employees have the same date, ties will be broken in the following order:

A. Longest continuous time within their current job classification;

B. Longest continuous time with the agency; and

C. Longest continuous time with the State, and

D. By lot.

34.3 Seniority List

The Employer will prepare and post a seniority list and provide a copy to the Union by September 15th of each year. The list will be updated annually and will contain each employee's name, job classification and seniority date. Employees will have thirty (30) calendar days in which to appeal their seniority date to their Human Resources Office, after which time the date will be presumed correct.

34.4 Application

1 This Article will apply prospectively. Employees will retain their current
2 unbroken state service date, which will become their seniority date.

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ARTICLE 35

LAYOFF AND RECALL

35.1 The agency will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article.

35.2 Basis for Layoff

Layoffs may occur for any of the following reasons:

A. Lack of funds

B. Lack of work

C. Good faith reorganization

D. Ineligibility to continue in a position that was reallocated

E. Termination of a project

F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

35.3 Voluntary Layoff, Leave Without Pay or Reduction in Hours

Appointing authorities may allow an employee to volunteer to be laid off, take leave without pay or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the appointing authority will determine who will be granted leave without pay and/or reduction in hours based on seniority if all staffing needs are equal. Employees who volunteer to be laid off may request to participate in the

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General Government Transition Pool Program and/or have their names placed on the internal layoff list for the job classifications in which they held permanent status.

^{Permanent}
35.4 Non-Permanent and Probationary Employees

Employees with permanent status will not be separated from state service through a layoff action without first being offered positions they have the skills and abilities to perform within their current job classification within the layoff unit currently held by non-permanent and probationary employees. Non-permanent employees will be separated from employment before probationary employees.

35.5 Temporary Reduction of Work Hours or Layoff – Agency Option

A. The agency may temporarily reduce the work hours of an employee to no less than twenty (20) per week, up to thirty (30) calendar days, due to severe and inclement weather or natural disaster and unanticipated loss of funding, or lack of work. Employees will normally receive notice of five (5) calendar days of a temporary reduction of work hours.

B. The agency may temporarily layoff an employee for up to thirty (30) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or severe and inclement weather or natural disaster. Employees will receive notice of five (5) calendar days of a temporary layoff.

C. An employee whose work hours are temporarily reduced or who is temporarily laid off will not be entitled to:

1. Be paid any leave balance,
2. Bump to any other position, or

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3. Be placed on the internal layoff list.

35.6 Layoff Units

A. A layoff unit is defined as the geographical entity or administrative/organizational unit in each agency used for determining available options for employees who are being laid off.

B. The layoff unit(s) for each agency covered by this Agreement are described in Appendix B, Layoff Units.

35.7 Skills and Abilities

Skills and abilities are documented criteria found in license/certification requirements, federal and state requirements, position descriptions, bona fide occupational qualifications approved by the Human Rights Commission or recruitment announcements that have been identified prior to the layoff.

35.8 Formal Options

A. Employees will be laid off in accordance with seniority, as defined in Article 34, Seniority, among the group of employees with the required skills and abilities as defined in Section 35.7 of this Article. The agency will determine if the employee possesses the required skills and abilities for the position. Employees being laid off will be provided the following options to comparable positions in descending order within the layoff unit:

1. A funded vacant position for which the employee has the skills and abilities, within his or her current job classification.

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2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current job classification.

3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as his or her current permanent position, within a job classification in which the employee has held permanent status.

Options will be provided in descending order of salary range and one progressively lower level at a time. Vacant positions will be offered prior to filled positions.

35.9 Informal Options

Employees being laid off will be offered funded vacant positions within their layoff unit provided they meet the skills and abilities required of the position and it is at the same or lower salary range as the position in which the employee currently holds permanent status. The agency will determine if the employee possesses the required skills and abilities for the position.

35.10 Notification to Employees With Permanent Status

A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 35.5, employees with permanent status will receive written notice at least fifteen (15) calendar days before the effective layoff date. The notice will include the basis for the layoff and any options available to the employee. The Union will be provided with a copy of the notice at the same time the employee is notified.

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B. Except for temporary reduction in work hours and temporary layoffs as provided in Section 35.5, if the agency chooses to implement a layoff action without providing fifteen (15) calendar days notice, the employee will be paid his or her salary for the days that he or she would have worked had full notice been given.

C. Employees will be provided seven (7) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the fifteen (15) calendar days' notice provided by the agency to the employee.

D. The day that notification is given constitutes the first day of notice.

35.11 Moving Expenses

An employee whose layoff option requires an increase of thirty-five (35) additional commute miles and who chooses to move the permanent residence to reduce the commute will be entitled to reimbursement of moving expenses as defined in OFM regulation.

35.12 Salary

Employees appointed to a position as a result of a layoff action will have their salary determined as follows:

A. Transfer or Bump

An employee who accepts a transfer or bumps to another position within his or her current job classification will retain his or her current salary.

B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position

An employee who bumps to another position with a lower salary range will be paid an amount equal to his or her current salary provided it is

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within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

C. Appointment from a Layoff List

1. Employees who are appointed from a layoff list to a position with the same salary range from which they were laid off will be paid the amount in which they were compensated when laid off plus any cost of living adjustments or step increase that occurred during the time they were laid off.

2. Employees who are appointed from a layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off, provided it is within the salary range of the new position. In those cases where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

35.13 Transition Review Period

A. The agency will require an employee to complete a twelve (12) month transition review period (except that WSNA will serve a transition review period of six (6) consecutive months, which may be extended by the agency to no more than twelve (12) consecutive months) when the employee accepts a layoff option to a job classification in which he or she has:

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1. Not held permanent status,

2. Been appointed from the General Government Transition Pool Program, or

3. Been appointed from a layoff list.

B. The agency will have the authority to shorten an employee's review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.

C. The agency may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the layoff list. The employee will remain on the list until such time as his or her eligibility expires or he or she has been rehired. Separation during the transition review period will not be subject to the grievance procedure in Article 31.

35.14 Recall

A. The agency will maintain layoff lists for each job classification that will include geographic availability. Permanent employees who are laid off will, at their request, have their name placed on the list for the job classification from which they were laid off or bumped and will indicate the geographic areas they are willing to accept employment. Additionally, employees may request to have their name placed on the layoff list for other job classifications in which they have held permanent status. An

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employee will remain on layoff lists for two (2) years from the effective date of his or her layoff.

- B. When a vacancy occurs within an agency and when there are names on a layoff list, the agency will fill the position in accordance with Article 4, Filling of Vacancies. An employee who is offered a position two (2) times and refuses the offer each time will have his or her name removed from the layoff list.

35.15 General Government Transition Pool Program

Employees who are notified that they are at risk of being laid off or have been laid off may request their names be placed into the General Government Transition Pool Program administered by the Department of Personnel. When a vacancy occurs within an agency, the agency will consider employees in the General Government Transition Pool Program along with all other candidates, all of whom must have the skills and abilities to perform the duties of a position being filled.

35.16 Project Employment

- A. Project employees have layoff rights within their project. Formal options will be determined using the procedure outlined in Section 35.8, above.

- B. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the agency in which they held permanent status to the job classification they held immediately prior to accepting project employment.

- C. Project employees who are separated from state service due to layoff and have not held permanent status in classified service may request their names be placed into the General Government Transition Pool Program.

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35.17 Seasonal Career Employment

A. Seasonal career employees have layoff rights within their agency to other seasonal career positions within their layoff unit as provided in ~~Subsection C, below~~ Appendix B. Employees will be given no less than two (2) working days' notice of a layoff.

B. Formal options will be determined using the procedure outlined in Section 35.8, above, to other seasonal career positions. Employees separated due to layoffs will be placed on a separate seasonal layoff list for the season in which they were laid off. Employees who have the skills and abilities to perform the duties of the position to be filled will be recalled based on seniority for other seasonal career positions.

~~C. The layoff units for seasonal employees are as follows for each agency:~~

~~1. Department of Fish and Wildlife A single statewide layoff unit.~~

~~2. Department of Labor and Industries Six (6) regional layoff units.~~

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ARTICLE 36
MANAGEMENT RIGHTS

The Employer retains all rights of management, including, but not limited to, the right to:

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;
- E. Determine the Employer's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
- G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
- H. Establish or modify the workweek, daily work shift, hours of work and days off;

- I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
- J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;
- K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees;
- L. Determine, prioritize and assign work to be performed;
- M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;
- N. Determine training needs, methods of training and employees to be trained;
- O. Determine the reasons for and methods by which employees will be laid-off, and
- P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.

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ARTICLE 37

LABOR/MANAGEMENT COMMUNICATION COMMITTEE

37.1 Purpose

The purpose of the Labor/Management Communication Committee(s) is to provide continuing communication between the parties and to promote constructive labor-management relations.

37.2 Committees

Agency statewide Labor/Management Communication Committees with each exclusive bargaining representative will be established to discuss and exchange information of a group nature and general interest to both parties. In addition to an agency statewide committee, in the Department of Veteran's Affairs each Institution will form a Labor/Management Communication Committee which will meet no more than four (4) times per year unless agreed otherwise.

A. Composition

Labor/Management Communication Committees will consist of:

1. For Corrections/MM&P- up to two (2) employee representatives and up to two (2) employer representatives;
2. For Department of Corrections/IAFF – up to two (2) employee representatives and up to two (2) employer representatives
23. For Fish and Wildlife/Teamsters- up to four (4) employee representatives and up to four (4) employer representatives;

34. For Fish and Wildlife/~~WAPB~~WAFWP- up to five (5) employee representatives and up to five (5) employer representatives;

45. For Labor and Industries/IBEW- up to seven (7) employee representatives and up to seven (7) employer representatives;

56. For Labor and Industries/UA- up to seven (7) employee representatives and up to seven (7) employer representatives;

67. For Veterans Affairs/WSNA- up to three (3) employee representatives and up to three (3) employer representatives; and

87.—For Washington State Patrol/WSPCMA- up to two (2) employee representatives and up to two (2) employer representatives.

9. For Washington State Patrol/WSPTA – up to two (2) employee representatives and up to two (2) employer representatives.

10. For Washington State Patrol/WSPSTA – up to two (2) employee representatives and up to two (2) employer representatives.

11. For Department of Social and Health Services/UWP – up to three (3) employee and up to three (3) employer representatives.

The Employer and Union will be responsible for the selection of their own representatives. Additional paid staff of the Union and the Employer may also attend. If agreed to by both parties, additional representatives may be added.

1
2 B. Participation

3 1. The Union will provide the Employer with the names of their
4 committee members at least ten (10) calendar days in advance of
5 the date of the meeting in order to facilitate the release of
6 employees. The Employer will release employee representatives
7 to attend committee meetings if their absences do not cause a
8 disruption of work.

9
10 2. Employees attending committee meetings during their work time
11 will have no loss in pay. Attendance at meetings during
12 employees' non-work time will not be compensated for or
13 considered as time worked. The Union is responsible for paying
14 any mileage, lodging and/or per diem expenses of employee
15 representatives, unless a state vehicle is available and authorized
16 for employee's use to conduct official state business.

17
18
19 C. Meetings

20 Committee meetings will be conducted up to four (4) times per year,
21 unless agreed otherwise. All committee meetings will be scheduled on
22 mutually acceptable dates and times.

23
24 D. Each party will provide the other with any topics for discussion ten (10)
25 calendar days prior to a scheduled meeting.

26
27 D. Scope of Authority

28 Committee meetings will be used for discussions and issue resolution
29 only, and the committee will have no authority to conduct any
30 negotiations, bargain collectively or modify any provision of this

1 Agreement. The Employer will inform the Union of changes in policies
2 that affect mandatory subjects and the Union may request bargaining on
3 mandatory topics. Nothing in this Article or any committee's activities
4 will be subject to the grievance procedure in Article 31.

5
6 Nothing in this Article will restrict or inhibit the Union's right to demand
7 to bargain on changes to mandatory subjects of bargaining not covered by
8 this Agreement.
9

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ARTICLE 38

UNION ACTIVITIES

38.1 Staff Representatives

A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of staff representatives and the geographic jurisdictions for which they are responsible. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Staff representatives will have access to the Employer's offices or facilities in areas designated by the Employer to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the agency.

38.2 Union Stewards/Association Representatives

All references to "stewards" will also refer to Association Representatives.

A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of current union stewards. The Union will maintain the list. The Employer will not recognize an employee as a union steward if his or her name does not appear on the list.

B. Union stewards will be released during their normal working hours to attend meetings scheduled with management within the steward's designated area or facility, for the following representational activities:

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1. Grievance meetings, including attempts at informal resolution, and/or

2. Investigatory interviews and pre-disciplinary meetings, in accordance with Article 30, Discipline.

The union steward will notify and receive approval from his or her supervisor before attending a meeting. Stewards will receive approval unless there is a compelling reason. Notification will include the approximate amount of time the steward expects the activity to take. Any agency business requiring the employee's immediate attention will be completed prior to attending the meeting. Attendance at meetings during the union steward's non-work hours will not be considered as time worked. Union stewards may not use state vehicles to travel to and from a work site in order to perform representational activities, unless authorized by the agency.

C. If the amount of time a union steward spends performing representational responsibilities is affecting his or her ability to accomplish assigned duties, the Employer will discuss potential remedies with the employee and the Union.

38.3 Use of State Facilities, Resources and Equipment

A. Meeting Space and Facilities

The Employer's offices and facilities may be used by the Union to hold meetings, subject to agency policy, availability of the space and with prior written authorization from the Employer.

B. Supplies and Equipment

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1 The Union and its membership will not use state-purchased supplies or
2 equipment to conduct union business or representational activities. This
3 does not preclude the use of the telephone for representational activities if
4 there is no cost to the Employer, the call is brief in duration and it does not
5 disrupt or distract from agency business.

6
7 C. E-mail, Fax Machines, the Internet, and Intranets

8 The Union and its members will not use state-owned or operated e-mail,
9 fax machines, the Internet, or intranets to communicate with one another.
10 However union stewards may utilize state owned/operated equipment to
11 communicate with the Union and/or the Employer for the exclusive
12 purpose of administration of this Agreement. Such use will:

- 13
14 1. Result in little or no cost to the Employer;
15
16 2. Be brief in duration and frequency;
17
18 3. Not interfere with the performance of their official duties;
19
20 4. Not distract from the conduct of state business;
21
22 5. Not disrupt other state employees and will not obligate other
23 employees to make a personal use of state resources;
24
25 6. Not compromise the security or integrity of state information or
26 software.

27
28 The Union and its union stewards will not use the above-
29 referenced state equipment for Union organizing, internal Union

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business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board.

38.4 Bulletin Boards

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with a board or space. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws, and identified as union literature. Union communications may not be posted in any other location in the agency.

38.5 Union Training

The state agrees to release with pay all designated shop stewards and representatives for a bona fide training by the Union, for two (2) days per fiscal year, provided the absence does not cause a workload coverage issue. The stewards/representatives agree to provide their supervisors with fourteen (14) days' notice of the date of the training.

38.6 WAPB, General Membership Meetings

Union members shall be allowed to attend one general membership meeting on duty per fiscal year. The State will not be responsible for travel costs (including mileage, lodging and per diem) or overtime related to the meeting.

38.7 Contract Negotiations

Each Union may designate no more than two bargaining unit members who will serve as the negotiation committee and will be allowed to attend the number of negotiations sessions, agreed upon by the union and management, without loss of

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Employer Counter Proposal #2

Submitted on 08/03/2006 @ 9:30 a.m.

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- 1 pay. The Union will notify the State of those members who will be designated as
- 2 the bargaining team.
- 3